

64-3331

this settlement are Past Response Costs, Future Response Costs other than Future Oversight Costs, as defined herein and the Work as defined herein. Solely as to claims among themselves, the Settling Defendants waive any rights to contribution protection as against each other for matters addressed in this Consent Decree, including any such rights pursuant to CERCLA Section 113(l)(2).

89. The Settling Defendants agree that with respect to any suit or claim for contribution brought by them for matters related to this Consent Decree they will notify the United States in writing no later than 60 days prior to the initiation of such suit or claim.

90. The Settling Defendants also agree that with respect to any suit or claim for contribution brought against them for matters related to this Consent Decree they will notify in writing the United States within 10 days of service of the complaint on them. In addition, Settling Defendants shall notify the United States within 10 days of service or receipt of any Motion for Summary Judgment and within 10 days of receipt of any order from a court setting a case for trial.

91. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other appropriate relief relating to the Site, Settling Defendants shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenants not to sue set forth in Section XXI (Covenants Not to Sue by Plaintiff).

92. In any subsequent judicial proceeding initiated by any Settling Defendant relating to the Site, other Settling Defendants shall not assert and may not maintain against any Settling Defendant any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant case (provided, however, that nothing in this Paragraph affects the enforceability of the covenants not to sue set forth in Section XXII (Covenants Not to Sue by Settling Defendants)).

XXIV. ACCESS TO INFORMATION

93. Settling Defendants shall provide to EPA, upon request, copies of all documents and information within their possession or control or that of their contractors or agents relating to OU2 or to the implementation of this Consent Decree, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Work. Settling Defendants shall also make available to EPA, for purposes of investigation, information gathering, or testimony, their employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work.

94. Business Confidential and Privileged Documents.

a. Settling Defendants may assert business confidentiality claims covering part or all of the documents or information submitted to Plaintiff under this Consent Decree to

the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(c)(7), and 40 C.F.R. § 2.203(b). Documents or information determined to be confidential by EPA will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies documents or information when they are submitted to EPA, or if EPA has notified Settling Defendants that the documents or information are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2, Subpart B, the public may be given access to such documents or information without further notice to Settling Defendants.

b. The Settling Defendants may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If the Settling Defendants assert such a privilege in lieu of providing documents, they shall provide the Plaintiff with the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of the author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the contents of the document, record, or information; and (6) the privilege asserted by Settling Defendants. However, no documents, reports or other information created or generated pursuant to the requirements of the Consent Decree shall be withheld on the grounds that they are privileged.

95. No claim of confidentiality shall be made with respect to any data, including, but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering data, or any other documents or information evidencing conditions at or around the Site.

XXV. RETENTION OF RECORDS

96. Until 10 years after the Settling Defendants' receipt of EPA's notification pursuant to Paragraph 48.b of Section XIV (Certification of Completion of the Work), each Settling Defendant shall preserve and retain all non-identical copies of records and documents (including records or documents in electronic form) now in its possession or control or which come into its possession or control that relate in any manner to its liability under CERCLA with respect to the Site, provided, however, that Settling Defendants who are potentially liable as owners or operators of the Site must retain, in addition, all documents and records that relate to the liability of any other person under CERCLA with respect to the Site. Each Settling Defendant must also retain, and instruct its contractors and agents to preserve, for the same period of time specified above all non-identical copies of the last draft or final version of any documents or records (including documents or records in electronic form) now in its possession or control or which come into its possession or control that relate in any manner to the performance of the Work, provided, however, that each Settling Defendant (and its contractors and agents) must retain, in addition, copies of all data generated during the performance of the Work and not contained in the aforementioned documents required to be retained. Each of the above record retention requirements shall apply regardless of any corporate retention policy to the contrary. If approved by the United States, Settling Defendants may elect to preserve and retain any or all of the documents referred to in this Paragraph in electronic format only. If Settling Defendants so elect, Settling Defendants waive any objection to admissibility of such documents in evidence based on lack of an original or a hard copy of the documents.

97. At the conclusion of this document retention period, Settling Defendants shall notify the United States at least 60 days prior to the destruction of any such records or documents, and, upon request by the United States, Settling Defendants shall deliver any such records or documents to EPA. The Settling Defendants may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If the Settling Defendants assert such a privilege, they shall provide the Plaintiff with the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of the author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the subject of the document, record, or information; and (6) the privilege asserted by Settling Defendants. However, no documents, reports or other information created or generated pursuant to the requirements of the Consent Decree shall be withheld on the grounds that they are privileged.

98. Each Settling Defendant hereby certifies individually that, to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents or other information (other than identical copies) relating to its potential liability regarding the Site since notification of potential liability by the United States or the State or the filing of suit against it regarding the Site and that it has fully complied with any and all EPA requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927.

XXVI. DE MINIMIS SETTLEMENT TRUST ACCOUNT

99. a. Except as provided in Paragraph 99.b. below, Settling Defendants shall be entitled to distribution of funds from the SCP/Carlstadt De Minimis Settlement Trust in accordance with Paragraph 45.d.1 of EPA's Administrative Order on Consent (Index No. II-CERCLA-97-0106), and Section 2.3(a) of the SCP/Carlstadt De Minimis Settlement Trust Agreement dated July 2, 1997, a copy of which is attached as Appendix H.

b. In the event EPA assumes performance of a portion or all of the Work pursuant to Paragraph 81 of Section XXI (Covenants Not to Sue by Plaintiff), EPA shall receive any amount remaining in the SCP/Carlstadt De Minimis Settlement Trust Account ("Trust Account") for deposit into the Scientific Chemical Processing Superfund Site Special Account, and Settling Defendants shall not object to the transfer of such remaining amount to EPA by the Trustee of the Trust Account. If a modification to the SCP/Carlstadt De Minimis Settlement Trust Agreement and/or EPA's Administrative Order on Consent (Index No. II-CERCLA-97-0106) is necessary to effectuate such a transfer, Settling Defendants shall not object to such a modification.

XXVII. NOTICES AND SUBMISSIONS

100. Whenever, under the terms of this Consent Decree, written notice is required to be given or a report or other document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. All notices and submissions shall be considered effective upon receipt, unless otherwise provided. Written notice as specified

herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States, EPA and the Settling Defendants, respectively.

As to the United States:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
Re: DOJ # 90-11-2-495/1

As to EPA:

New Jersey Remediation Branch
Emergency and Remedial Response Division
U.S. EPA, Region 2
290 Broadway
New York, NY 10007-1866
Attention: SCP Site Remedial Project Manager

New Jersey Superfund Branch
Office of Regional Counsel
U.S. EPA, Region 2
290 Broadway
New York, NY 10007-1866
Attention: SCP Site Attorney

As to the Regional Financial Management Officer:

Chief, Financial Management Branch
U.S. EPA, Region 2
290 Broadway, 29th Floor
New York, NY 10007-1866

As to the Settling Defendants:

Name: _____
Settling Defendants' Project Coordinator
Address: _____

As to NJDEP:

Riche Outlaw
NJDEP, Bureau of Case Management
401 East State Street, P.O. Box 028
Trenton, NJ 08625

XXVIII. EFFECTIVE DATE

101. The effective date of this Consent Decree shall be the date upon which this Consent Decree is entered by the Court, except as otherwise provided herein.

XXIX. RETENTION OF JURISDICTION

102. This Court retains jurisdiction over both the subject matter of this Consent Decree and the Settling Defendants for the duration of the performance of the terms and provisions of this Consent Decree for the purpose of enabling any of the Parties to apply to the Court at any time for such further order, direction, and relief as may be necessary or appropriate for the construction or modification of this Consent Decree, or to effectuate or enforce compliance with its terms, or to resolve disputes in accordance with Section XIX (Dispute Resolution) hereof.

XXX. APPENDICES

103. The following appendices are attached to and incorporated into this Consent Decree:

“Appendix A” is the ROD.

“Appendix B” is the List of Settling Defendants.

“Appendix C” is the description and/or map of the Site.

“Appendix D” is the SOW.

“Appendix E” is the access easement for the SCP Carlstadt Property.

“Appendix F” is the Draft Deed Notice.

“Appendix G” is the De Minimis Administrative Consent Order.

“Appendix H” is the De Minimis Settlement Trust Agreement.

XXXI. COMMUNITY RELATIONS

104. Settling Defendants shall propose to EPA their participation in the community relations plan to be developed by EPA. EPA will determine the appropriate role for the Settling Defendants under the Plan. Settling Defendants shall also cooperate with EPA in providing information regarding the Work to the public. As requested by EPA, Settling Defendants shall participate in the preparation of such information for dissemination to the public and in public meetings which may be held or sponsored by EPA to explain activities at or relating to the Site.

XXXII. MODIFICATION

105. Schedules specified in this Consent Decree for completion of the Work may be modified by agreement of EPA and the Settling Defendants. All such modifications shall be made in writing.

106. Except as provided in Paragraph 13 (Modification of the SOW or Related Work Plans), no material modifications shall be made to the SOW without written notification to and written approval of the United States, Settling Defendants, and the Court, if such modifications fundamentally alter the basic features of the selected remedy within the meaning of 40 C.F.R.

300.435(c)(2)(B)(ii). Prior to providing its approval to any such modification, the United States will provide the State with a reasonable opportunity to review and comment on the proposed modification. Modifications to the SOW that do not materially alter that document, or material modifications to the SOW that do not fundamentally alter the basic features of the selected remedy within the meaning of 40 C.F.R. 300.435(c)(2)(B)(ii), may be made by written agreement between EPA and the Settling Defendants.

107. Nothing in this Decree shall be deemed to alter the Court's power to enforce, supervise or approve modifications to this Consent Decree.

XXXIII. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

108. This Consent Decree shall be lodged with the Court for a period of not less than thirty (30) days for public notice and comment in accordance with Section 122(d)(2) of CERCLA, 42 U.S.C. § 9622(d)(2), and 28 C.F.R. § 50.7 and an opportunity for a public meeting pursuant to §7003(d) of RCRA, 42 U.S.C. §6973(d). The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations which indicate that the Consent Decree is inappropriate, improper, or inadequate. Settling Defendants consent to the entry of this Consent Decree without further notice.

109. If for any reason the Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any Party and the terms of the agreement may not be used as evidence in any litigation between the Parties. If this Consent Decree is not entered by the Court for any reason, the Parties agree that any activities of the Settling Defendants approved by EPA and conducted in compliance with the provisions of this Consent Decree shall be deemed to be consistent with the NCP as provided in Paragraph 7.

XXXIV. SIGNATORIES/SERVICE

110. Each undersigned representative of a Settling Defendant to this Consent Decree and the Assistant Attorney General for the Environment and Natural Resources Division of the Department of Justice certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind such Party to this document.

111. Each Settling Defendant hereby agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree unless the United States has notified the Settling Defendants in writing that it no longer supports entry of the Consent Decree.

112. Each Settling Defendant shall identify, on the attached signature page, the name, address and telephone number of an agent who is authorized to accept service of process by mail on behalf of that Party with respect to all matters arising under or relating to this Consent Decree. Settling Defendants hereby agree to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including, but not limited to, service of a summons. The parties agree that Settling Defendants need not file an answer to the complaint in this action unless or until the court expressly declines to enter this Consent Decree.

XXXV. FINAL JUDGMENT

113. This Consent Decree and its appendices constitute the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in the Consent Decree. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Consent Decree.

114. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment between and among the United States and the Settling Defendants. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

SO ORDERED THIS 24th DAY OF September, 2004.

Harold A. Ackerman

United States District Judge

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. 3M Company, et al. ("Settling Defendants"), relating to the Scientific Chemical Processing Superfund Site.

FOR THE UNITED STATES OF AMERICA

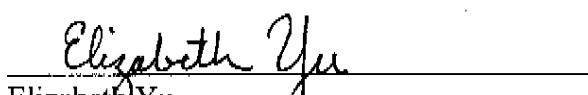
7/7/04

Date


Catherine R. McCabe
Deputy Section Chief
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611

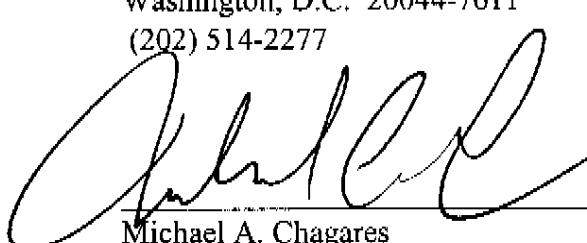
7/8/04

Date


Elizabeth Yu
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
(202) 514-2277

7/13/04

Date


Michael A. Chagares
Assistant United States Attorney
Chief, Civil Division
District of New Jersey
970 Broad Street
Newark, N.J. 07102
(973) 645-2839

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Scutting Defendants, relating to the Scientific Chemical Processing Superfund Site.

4/17/04
Date

JM Mather Callahan
Jane M. Kenny
Regional Administrator, Region 2
U.S. Environmental Protection Agency
290 Broadway
New York, NY 10007-1866

5/26/04
Date

DC D. Cristain
Damaris Urdaz Cristiano
Assistant Regional Counsel
U.S. Environmental Protection Agency
290 Broadway
New York, NY 10007-1866

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

3M Company (formerly Minnesota Mining and Manufacturing) *
FOR _____

3/12/2004

Date

Signature: 
Name (print): R. A. Paschke
Title: Manager, Corporate Environmental Programs
Address: P O Box 33428
St. Paul, MN 55133-3428

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): David P. Schneider
Title: Counsel
Address: Bressler Amery & Ross
325 Columbia Turnpike
Florham Park, NJ 07932
Ph. Number: 973/514-1200

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scintific Chemical Processing Superfund Site.

FOR Air Products and Chemicals,* Inc.

3/17/04

Date

Signature: 

75

Name (print): W. Douglas Brown

Title: Vice President, General Counsel and

Address: Air Products and Chemicals Secretary

7201 Hamilton Boulevard

Allentown, PA 18195-1501

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): The Corporation Trust Company

Title: _____

Address: 820 Bear Tavern Road

Third Floor

West Trenton, NJ 08628

Ph. Number: (609) 538-1818

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR Akzo Nobel Coatings Inc. *

(generator: Reliance Universal Inc.)

12 March 2004

Date

Signature:

Name (print): Douglas W. Butler

Title: Senior Environmental Affairs Mgr.

Address: Akzo Nobel Coatings Inc.
2031 Nelson Miller Parkway
Louisville, KY 40223

*Douglas W. Butler for
Akzo Nobel Coatings Inc.*

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): (same)

Title: _____

Address: _____

Ph. Number: (502) 254-0503

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR Altje, Inc. *

Altje, Inc.

March 17, 2004

Date

Signature: John H Randolph
Name (print): JOHN H RANDOLPH
Title: _____
Address: 13 BALDWIN
SADDLE RIVER, NJ 07458

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Same as above
Title: _____
Address: _____

Ph. Number: _____

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

American Cyanamid - Lederle Labs - Schulton, Inc.
FOR _____ *

3-16-2004
Date

Signature: Karen Koster TAW/ldm
3/11/04
Name (print): Karen E. Koster
Title: V.P., Safety, Health and Environment
Address: Cytec Industries Inc.
5 Garret Mountain Plaza
West Paterson, NJ 07424

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Thomas Waldman
Title: Senior Litigation Counsel
Address: Cytec Industries Inc.
5 Garret Mountain Plaza
West Paterson, NJ 07424
Ph. Number: 973-357-3136

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR AMERICAN STANDARDS *
COMPANIES

3-22-04

Date

Signature: KRT
Name (print): KEVIN R. TUCCISI
Title: DIRECTOR, ENVIRONMENTAL AFFAIRS
Address: 1 CENTENNIAL AVENUE
PO Box 6820
Piscataway, NJ 08855

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): FRANKLIN W. Boenning
Title:
Address: LOWENSTEIN Sandler PC
65 LIVINGSTON Ave
Roseland, NJ 07068
Ph. Number: 973 597-2430

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR ASHLAND INC. *

Ashland Oil Inc., Ashland Chemical Inc.
Ashland Chemical Company

March 11, 2004

Date

Signature: Thomas F. Davis

Name (print): Thomas F. Davis

Title: Associate General Counsel

Address: Ashland Inc.

5200 Blazer Parkway

Dublin, OH 43017

614-790-3814

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Robin Lampkin-Isabel

Title: Senior Group Counsel

Address: 5200 Blazer Parkway

Dublin, OH 43017

Ph. Number: 614-790-3019

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

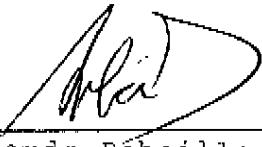
THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

ATOFINA Chemicals, Inc. on behalf
of its predecessors - Pennwalt
Corporation and M&T Chemicals, Inc.

FOR _____

3/15/04

Date

Signature: 

Name (print): Jean Claude Rebelle

Title: Executive Vice President

Address: 2000 Market Street - 26th Floor

Philadelphia, PA 19103-3222

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): William Hamel, Esquire

Title: Deputy General Counsel

Address: 2000 Market Street

Philadelphia, PA 19103-3222

Ph. Number: 215-419-7052

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

**FOR BASF Corporation on behalf of it
self and as successor to BASF Wyandotte
Corporation ***

March 24, 2004

Date

Signature:



Name (print): Nan Bernardo

Title: Counsel

Address: BASF Corporation

3000 Continental Drive – North
Mt. Olive, NJ 07828-1234

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Nan Bernardo

Title: Counsel

Address: BASF Corporation

3000 Continental Drive – North
Mt. Olive, NJ 07828-1234

Phone No. (973) 426-6006

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR Bayer Chemicals Corporation

Date

Signature: Marcy L. Tenayla
Name (print): Marcy L. Tenayla
Title: Vice President, General Counsel & Secretary
Address: 100 Bayer Road
Pgh, PA 15205-9241

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Aine H. Lewis
Title: Senior Counsel, Bayer Corporate &
Address: 100 Bayer Road Business Services
Pittsburgh PA 15205
Ph. Number: 412-777-3156

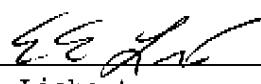
*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR Bee Chemical Company

March 24, 2004

Date

Signature: 
Name (print): Edward E. Liebert
Title: Treasurer
Address: 100 Independence Mall West
Philadelphia, PA 19106

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Jeffrey C. Wyant
Title: Chief Regulatory Counsel
Address: 100 Independence Mall West
Philadelphia, PA 19106
Ph. Number: 215-592-6782

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR Benjamin Moore & Co. *

March 8, 2004
Date

Signature: Donald E. Devine, II
Name (print): Donald E. Devine, II
Title: Executive V.P. and CFO
Address: 51 Chestnut Ridge Road
Montvale, NJ 07645

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Jo Ann Glaccum
Title: VP, General Counsel + Secretary
Address: 51 Chestnut Ridge Rd.
Montvale, NJ 07645

Ph. Number: 201-573-9600

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR Ber Mar Manufacturing Corp. *

3/15/04

Date

Signature: Alfred Guercio
Name (print): Alfred Guercio
Title: President
Address: 110 Third Avenue
Brooklyn, NY 11217

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Martin B. Wasser
Title: Counsel for Ber Mar Manufacturing Corp.
Address: Phillips Nizer LLP
666 Fifth Avenue
New York, NY 10103-0084
Ph. Number: (212) 977-9700

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR Borden Chemical, Inc. Inc.
Borden Fabric Leather & Inc.
Borden, Inc.

Date

Signature: C. Richard Springer
Name (print): C. RICHARD SPRINGER
Title: DIRECTOR EHHS
Address: 180 E Broad St
COLUMBUS, OHIO 43215

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Corporation Services Company
Title:
Address: 830 Bear Tavern Rd.
West Trenton, NJ 08628
Ph. Number:

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR Bristol-Myers Squibb Company *
successor to E.R. Squibb & Sons, Inc.

3/16/04

Date

Signature: William L. McGarry
Name (print): William L. McGarry
Title: Vice President and Senior Counsel
Address: 6000 Thompson Road
E. Syracuse, New York 13057

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): O'Connor & Hannan L.L.P.
Title: Reed W. Neuman, Esq.
Address: 1666 K Street, N.W., Suite 500
Washington, D.C. 20006-2803

Ph. Number: (202) 887-1400

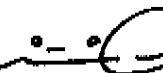
*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR Browning-Ferris Industries of New Jersey,
for itself and for Cecos International, Inc.
and Newco Waste Systems, Inc.

3/25/04

Date

Signature: 
Name (print): VICTORIA WARREN
Title: MANAGER, SUPERFUND
Address: 6711 W. 1000 N.
McCORMICKSVILLE, IN 46055

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): VICTORIA WARREN
Title: MANAGER, SUPERFUND
Address: 6711 W. 1000 N.
McCORMICKSVILLE, IN 46055

Ph. Number: 317-335-9550

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR Chemcoat Inc. *

March 8, 2004

Date

Signature: 
Name (print): Kevin J. Bruno
Title: Attorney For
Address: Robert J. Freilich Bruno & Glen
One Riverfront Plaza
4th Floor
Newark, NJ 07102

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Same as above
Title: _____
Address: _____

Ph. Number: _____

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THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

CHMICAL POLLUTION
FOR CONTROL, INC. of NY *

3/23/04
Date

Signature: 
Name (print): JOHN STILUER
Title: AREA MANAGER, REGULATORY AFFAIRS
Address: 275 ALIENS AVE.
PROVIDENCE RI 02905

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): JOHN STILUER
Title: AREA MANAGER, REGULATORY AFFAIRS
Address: 275 ALIENS AVE.
PROVIDENCE RI 02905
Ph. Number: 401-781-6340

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THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

March 8, 2004

Date

FOR Ciba Specialty Chemicals Corporation
(assuming any liability of Novartis
Corporation (f/k/a Ciba-Geigy Corporation)
for purposes of this matter, with a copy of
Novartis' Consignment) RD

Signature:

Name (print): Douglas D. Hettner
Title: VP EHS
Address: 540 White Plains Road
Tarrytown, NY 10591

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): James Maewsky
Title: Assistant Secretary
Address: 540 White Plains Road
Tarrytown, NY 10591

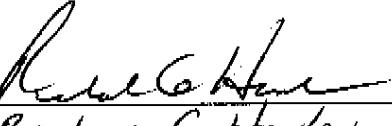
Ph. Number: 914-273-785-2567

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THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR CNA Holdings, Inc. *

3/18/04
Date

Signature: 
Name (print): Richard G. Harlow
Title: Sr. Manager - Recordation
Address: 86 Morris Ave
Summit NJ 07901

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): CT Corporation System
Title: _____
Address: 820 Bear Tavern Road
West Trenton NJ 08628
Ph. Number: 609-538-0481

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

American Hoechst Corporation,
merged into Celanese Corporation, now
FOR known as CNA Holdings, Inc. *

3/18/04

Date

Signature: *Richard G. Hawley*
Name (print): *RICHARD G. HAWLEY*
Title: *CT Manager - Remediation*
Address: *86 Morris Ave.*
Summit NJ 07901

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): *CT Corporation*
Title: _____
Address: *820 Bear Tavern Road*
West Trenton NJ 08628
Ph. Number: *609-538-0481*

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THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR CONGOLEUM CORPORATION

3/22/04

Date

Signature: Russell L. Hewitt
Name (print): Russell L. Hewitt
Title: Attorney
Address: Dughi, Hewitt & Palatucci
340 North Ave
Cranford, NJ 07016

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Russell L. Hewitt
Title: Attorney
Address: Dughi, Hewitt & Palatucci
340 North Ave
Cranford, NJ 07016
Ph. Number: 908-272-0300

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THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR Crown Beverage Packaging Company, Inc.

3/13/04
Date

Signature: Terrence Dwyer
Name (print): Terrence Dwyer, Esq.
Title: Counsel
Address: Dwyer, Golub & Isabel
16 Furler Street
P.O. Box 437
Totowa, NJ 07512

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Terrence Dwyer, Esq.
Title: Counsel
Address: Dwyer, Golub & Isabel
16 Furler Street
P.O. Box 437 Totowa, NJ 07512
Ph. Number: 973-785-4100

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THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR Cycle Chem Inc *

3/8/04
Date

Signature: Michael Persico
Name (print): Michael Persico
Title: President
Address: 201 South First St
Elizabeth, New Jersey 07206

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Kelly & Roth
Title: ATTORNEYS
Address: 605 Third Ave
New York, New York 10158
Ph. Number: 212-953-2626

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR Dri-Print Foils, Inc.

**

3/23/04

Date

Signature: Joseph DePinto *

Name (print): Joseph DePINTO

Title: GENERAL MANAGER

Address: API FOILS, INC.
329 NEW BRUNSWICK AVE.
RAHWAY, NJ 07065

* SEE ATTACHED LETTER

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): MARK L. MANENWITZ

Title: ATTORNEY

Address: Leed Smith, LLP
1 Riverfront Plaza, 1st floor
Newark, NJ 07102

Ph. Number: (973) 621-3200

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

** Subsidiaries, Successors, etc.:

Beatrice Foods Co.
Beatrice Companies, Inc.
Beatrice Company
Runt-Wesson, Inc.
ConAgra Grocery Products Company
API Foils, Inc.
~~Convergence Tech. Co., Inc.~~

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR DuPont Company *

Mar 13, 2004

Date

Signature: Bernard J. Reilly
Name (print): Bernard J. Reilly
Title: Corporate Counsel
Address: DuPont Legal D7082
1007 Market Street
Wilmington, DE 19898

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Sam
Title: _____
Address: _____

Ph. Number: 302-774-5445

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of the United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR: Exxon Mobil Corporation

3/19/09

Date

Signature: Zane K. Bolen
Name (print): Zane K. Bolen
Title: Area Manager, Superfund and Orphan Sites
Address: ExxonMobil Refining & Supply Co
16825 Northchase Dr., Rm# 922
Houston, TX 77060

Agent Authorized to Accept Service on Behalf of the Above-signed Party:

Name (print): Michael J. Skinner
Title: Consultant to ExxonMobil
Address: 230 Kings Highway East, #300
Haddonfield, NJ 08033
Telephone No.: 856-429-5336

THE UNDERSIGNED PARTY, enters into this Consent Decree in the matter of the United States v. Settling Defendants, relating to the Scientific Chemical Processing Superfund Site.

FOR: ExxonMobil Oil Corporation

3/19/04
Date

Signature: Z K Bolen
Name (print): Zane K. Bolen
Title: Area Manager, Superfund and Orphan Sites
Address: ExxonMobil Refining & Supply Co
16825 Northchase Dr., Rm# 922
Houston, TX 77060

Agent Authorized to Accept Service on Behalf of the Above-signed Party:

Name (print): Michael J. Skinner
Title: Consultant to ExxonMobil
Address: 230 Kings Highway East, #300
Haddonfield, NJ 08033
Telephone No.: 856-429-5336